IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

FORUM ON OPEN ACCESS TO GOVERNMENT RECORDS INC.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	3:25-cv-02034-B
	§	
DALLAS COUNTY HISTORICAL FOUNDATION, d/b/a THE SIXTH FLOOR MUSEUM AT DEALEY PLAZA, AND NATIONAL ARCHIVES AND RECORDS ADMINISTRATION,	§	
	§	
Defendants.	§	

DEFENDANT DALLAS COUNTY HISTORICAL FOUNDATION, d/b/a THE SIXTH FLOOR MUSEUM AT DEALEY PLAZA'S NOTICE OF CORRECT EXHIBIT TO THE APPENDIX IN SUPPORT OF REPLY IN SUPPORT OF ITS MOTION TO DISMISS

Defendant Dallas County Historical Foundation, d/b/a The Sixth Floor Museum at Dealey Plaza (the "Museum"), respectfully files this *Notice of Correct Exhibit to the Appendix in Support of Reply in Support of its Motion to Dismiss* and submits a corrected copy of the Original License from the Museum to the National Archives and Records Administration (the "Original License"), which was filed as Exhibit 1 to the *Appendix in Support of its Reply in Support of its Motion to Dismiss* (Doc. 63, App. Ex. 1). Because of a technical error that occurred during electronic filing, the Museum's signature did not appear on the previously filed copy of the Original License. The corrected, signed copy of the Original License intended to be submitted with the Museum's Appendix is attached hereto as Exhibit 1.

Dated: November 10, 2026

Respectfully Submitted,

/s/ Ashlyn Williams
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COUNSEL FOR DEFENDANT DALLAS COUNTY HISTORICAL FOUNDATION, d/b/a THE SIXTH FLOOR MUSEUM AT DEALEY PLAZA

CERTIFICATE OF SERVICE

I hereby certify that on November 10, 2026, I electronically filed the foregoing with the Clerk of the District Court using the CM/ECF system, which sent notification of such filing to all counsel of record.

/s/ Ashlyn Williams
Ashlyn Williams

CERTIFICATE OF A.I. USE

I hereby certify that a human attorney wrote this Notice.

/s/ Ashlyn Williams
Ashlyn Williams

Exhibit 1

NON-EXCLUSIVE COPYRIGHT LICENSE AGREEMENT

This Non-Exclusive Copyright License Agreement ("Agreement") is entered into and effective as of October 1, 2026 ("Effective Date") and is by and between:

Dallas County Historical Foundation d/b/a The Sixth Floor Museum at Dealey Plaza, a Texas non-profit corporation, located within the former Texas School Book Depository building, having an address of 411 Elm Street, Dallas, TX 75202-3308 and having a website www.jfk.org ("Museum"); and

National Archives and Records Administration, an agency in the executive branch of the United States Government with its headquarters in Washington, DC and having a website www.archives.gov ("NARA").

In this Agreement, the Museum and NARA are individually referred to as a "party" or collectively as the "parties."

WHEREAS, the Museum chronicles the assassination and legacy of President John F. Kennedy;

WHEREAS, the Museum owns the copyright to a film authored by Abraham Zapruder on November 22, 1963 having RE 696-871, and being registered as U.S. Copyright Registration Number V3447D594 ("Zapruder Film");

WHEREAS, NARA maintains and makes available to the public certain historical records and other documentary materials of the U.S. Government in printed, microfilm, microfiche, and other formats ("Archival Materials") at its locations throughout the United States ("NARA Locations") and via the National Archives' website and is the official repository of the John F. Kennedy Assassination Records Collection;

WHEREAS, NARA has possession of the original physical copy of the Zapruder Film and honors the Museum's copyright to the film in responding to access requests, pursuant to the Copyright Act and NARA's regulations; and

WHEREAS, the Museum and NARA wish to enter into this Agreement to foster the mission of NARA while at the same time acknowledging and preserving the copyrights of the Museum in the Zapruder Film.

NOW THEREFORE, in view of the above recitals and in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Museum's Ownership of the Copyright in the Zapruder Film. The Museum warrants that it is the registered claimant of the copyright in the Zapruder Film and represents that it has the power and authority to grant the license herein provided. NARA acknowledges the Museum's status as the registered claimant of the copyright in the Zapruder Film and represents

that it has the power and authority to accept the license granted herein and to abide by the obligations imposed on NARA by this Agreement.

2. **Term.** The Term of this Agreement begins on the Effective Date and shall extend through and end upon any cessation of the Museum's copyrights in the Zapruder Film.

3. **License.** The Museum hereby grants to NARA a limited, non-exclusive license under the Museum's copyrights in the Zapruder Film to allow NARA throughout the Term to publicly display and allow members of the public to access, view and obtain a digital non-commercial grade[1] copy of any original or duplicate Zapruder Film that is within NARA's possession via NARA's website for research purposes only and upon the condition that NARA include the notice set forth in Section 4 of this Agreement, which includes a copyright notice ("License"). For purposes of this Agreement, the term "Zapruder Film" includes the original film itself, and any and all copies thereof in NARA's holdings, including any and all partial copies, still frames, reproductions interfiled in NARA textual records collections, and any copies that exist in donated materials collections, notwithstanding any additional restrictions specified in a Deed of Gift.

4. **Copyright Notice.** During the Term, NARA agrees to include the following notice on any NARA webpage linking to the entire Zapruder Film, including NARA's Electronic FOIA Reading Room. NARA agrees to place the notice adjacent to any instance in which the entire Zapruder Film is being made viewable by or accessible by a Requestor. This Agreement is expressly conditioned upon NARA's use and display of a copyright notice in connection with the Zapruder Film in the following form:

> Abraham Zapruder Film © 1967 (Renewed 1995) The Sixth Floor Museum at Dealey Plaza. The copyrights in the Zapruder Film are owned by Dallas County Historical Foundation d/b/a The Sixth Floor Museum at Dealey Plaza.
>
> The copyright law of the United States (Title 17, United States Code) governs your use of the Zapruder Film. The Museum has granted NARA a license to make the Zapruder Film viewable on its website for research purposes only. You are responsible for complying with all restrictions related to the copying and use of the Zapruder Film, per 36 C.F.R. § 1254.62 and the Copyright Act. This includes responsibility for obtaining any necessary permission for use, further duplication, and publication of the Zapruder Film, in whole or in part, from the Museum.
>
> Researchers may request a license to reproduce the film or use it for purposes other than scholarly research through the Museum's website at https://www.jfk.org/learn/rights-and-reproductions/rights-reproductions-request-form/.

5. **Special Conditions.** The license granted herein is expressly conditioned upon, and NARA hereby agrees, that NARA on behalf of itself will not, and will not take an affirmative act to encourage others to: (i) use the Zapruder Film in a manner which is sensational; or (ii) other than for historic or scientific inquiry, illustration, or study, punctuate or emphasize the episodes of

[1] NARA also refers to such copies as "reference copies."

violence contained in the Zapruder Film, particularly those parts of the Zapruder Film that depict and follow: the depiction of a bullet striking President John F. Kennedy. The Museum acknowledges, however, that NARA cannot control how third parties use the Film and NARA may not be held liable for uses outside its control.

6. **Reservation of Rights.** All rights, title, and interest in and to the copyright in the Zapruder Film are expressly retained by the Museum. The parties expressly agree that nothing herein contained shall constitute them the agent or joint author of the other party. NARA does not waive any rights or defenses available to Libraries or Archives under the Copyright Act.

7. **Acknowledged Limitations.** NARA acknowledges that this Agreement does not convey to NARA any license or authorization to copy, publish, or otherwise use the Zapruder Film, in whole or in part, separately from the License provided in this Agreement, and NARA shall not use or purport to authorize others to use the Zapruder Film, in whole or in part, for advertising, promotion, publicity, or merchandising or any other purpose not expressly provided for in this Agreement.

8. **Assignment.** This Agreement is not assignable by NARA. The Agreement may be assigned by the Museum to its successors or any entity that acquires substantially all of the assets of the Museum. The Museum will provide NARA with written notice of any assignment of this Agreement within thirty (30) days of the effective date of such assignment.

9. **Integration.** This Agreement constitutes the entire agreement between parties and supersedes any previous written or oral agreements regarding the subject matter hereof. There are no other inducements to either party in entering into this Agreement.

10. **Governing Law.** This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed and enforced in accordance with the laws of the United States.

11. **Breach.** In the event of a material breach of this Agreement by NARA, the License granted herein shall automatically terminate. In the event of a material breach of this Agreement by the Museum, NARA's obligations under this Agreement shall automatically terminate.

12. **Waiver.** No amendment or waiver of any provision of this Agreement, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by an authorized representative of each party hereto, and then such waiver or consent shall be effective only in a specific instance and for the specific purpose for which given. No failure on the part of a party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

13. **Amendment.** No change, termination, waiver, amendment or modification of any of the provisions hereof shall be binding upon the Parties, unless in writing signed by duly authorized representatives of the parties.

14. Notices Concerning This Agreement. Notices concerning this Agreement may be effective if delivered to the following representatives of the parties via email.

If to NARA:	Chris Naylor Executive for Research Services National Archives and Records Administration 8601 Adelphi Road, Suite 3400 College Park, MD 20740 **chris.naylor@nara.gov**
If to the Museum:	Nicola Longford CEO Dallas County Historical Foundation d/b/a The Sixth Floor Museum at Dealey Plaza 411 Elm Street, Dallas, TX 75202-3308 **NicolaL@jfk.org**
With a copy to:	Charles E. Phipps, Esq. Troutman Pepper Locke, LLP 2200 Ross Ave., Suite 2800 Dallas, Texas 75201 **Charles.Phipps@troutman.com**

WHEREFORE, the parties, by and through their duly authorized representatives identified below, hereby execute, accept and acknowledge this Agreement.

DALLAS COUNTY HISTORICAL FOUNDATION d/b/a
THE SIXTH FLOOR MUSEUM AT DEALEY PLAZA

By: Nicola Longford
Signer ID: WYUBIVPA16...
Nicola Longford, CEO
Date: 10.02.2026

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

By: Bradford P Wilson
NAME:
TITLE: Bradford P. Wilson, Archivist of the United States
Date: 10-01-2026